

BIA MOA No. AG5N0000495
AZ AG Contract No. KR94 0166TRN
ADOT ECS File No. JPA 94-09
Project: F-060-1-321/HX023 01C
Section: SR-264 @ IR-12/IR-112
(or) SR-264 @ N12/N112

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

THIS AGREEMENT is entered into 31 MARCH, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
U.S. BUREAU OF INDIAN AFFAIRS, acting by and through its
Contracting Officer (the "BIA").

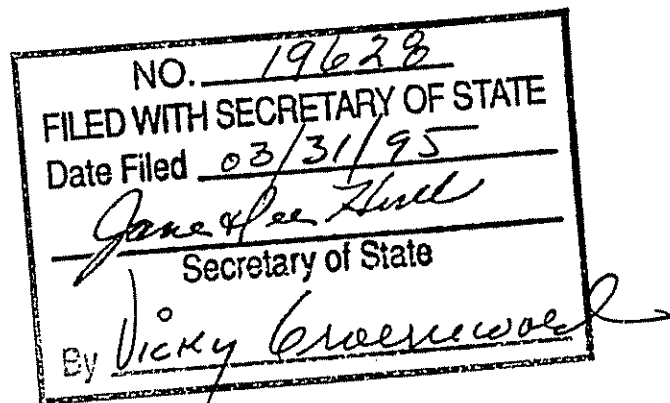
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The BIA is empowered by Title 23 and 204 (b), (c) and
(d) U.S.C. 308 (a) to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the BIA.

3. The State and the BIA desire to design, construct,
operate and maintain a new traffic signal light warranted on
State Route 264 at the intersection of Indian Route 12/112, at
an estimated construction cost of \$115,000.00, hereinafter
referred to as the Project, for the safety and benefit of the
motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate BIA review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the BIA for fifty percent (50%) of the cost of the Project, estimated at \$57,500.00.

d. Upon completion, estimated at or before December 31, 1996, approve and accept the Project on behalf of the parties hereto, and provide signal maintenance.

2. The BIA will:

a. Review the design documents and provide comments.

b. Within thirty days after receipt of an invoice, reimburse the State for fifty percent (50%) of the cost of the Project, estimated at \$57,500.00. The Bureau's estimated share will be made available after completion of the Project.

c. Upon completion and acceptance of the Project by the State, insure that electrical energy is provided to the Project.

d. In the event a need arises to disburse or receive funds for this project before the project completion date, the Bureau shall use account No. N36000 95/98 930000 N 3600000. This accounting data is subject to change at the time of voucher submittal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal Government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal Government, and acceptable to the State and the Federal Government.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Bureau of Indian Affairs
Area Director
PO Box 1060
Gallup, NM 87305-1060

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

UNITED STATES OF AMERICA
Bureau of Indian Affairs

STATE OF ARIZONA
Department of Transportation

By James S. Hargy
Contracting Officer

By Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

295
26jan

CONCURRENCE:


Acting Claudio St. Macias 3/10/95
Area Director, Navajo Area Office

JPA 94-09

RESOLUTION

BE IT RESOLVED on this 19th day of January 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation to enter into an agreement with the U.S. Bureau of Indian Affairs for the purpose of establishing an agreement to provide for the design, construction and maintenance of a new traffic signal on SR-264 at the intersection of IR-12/IR-112.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.

for: 
LARRY S. BONINE
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0166-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

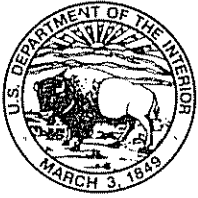
No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of March, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/91



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Navajo Area Office
P. O. Box 1060
Gallup, New Mexico 87305-1060

Intergovernmental Agreement
No. JPA-94-09

MAR 03 1995

Mr. Jack Hammitt
Arizona Department of Transportation
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007

Dear Mr. Hammitt:

Reference is made to your proposed Intergovernmental Agreement No. JPA-94-09, between your office and our office, for construction and maintenance of traffic signal light at State Route 264 at the intersection of Indian Route 12/112.

We have reviewed the proposed agreement and we concur with the content of the agreement with the following minor exceptions:

1. Add the Navajo Area Office's Memorandum of Agreement No. AG5N0000495 on the proposed Agreement.
2. Add an estimated completion date for this project. On March 8, 1995, during a telephone conversation between yourself and Mr. Darin Dona, of this office, you had agreed to add an estimated completion date of December 31, 1996.
3. Add the following statement under Section II (2)(d), Scope of Work: "In the event a need arises to disburse or receive funds for this project before the project completion date, the Bureau shall use Account No. N36000 95/98 930000 N3600000. The accounting data is subject to change at the time of voucher submittal."

Although, we have provided an accounting and appropriation data above, no funds will be obligated by the Bureau at this time. Upon final completion of the project and upon receipt of invoice, we agree to obligate funds for this project and reimburse your office in accordance with the terms and conditions of the agreement.

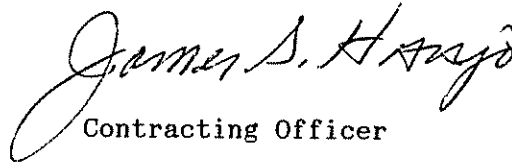
As stated in the agreement, we request your office to submit copies of the standard designs plans, specifications and such other documents required for construction bidding and construction prior to submitting your solicitation bid documents to prospective bidders. Upon receipt of your bid document, we will review the document and submit our recommendations and/or comments to your office.

We trust the above exceptions are very minor in nature; therefore, we have decided to signed the agreement provided that your office make the changes before you submit an executed copy to our office. Enclosed are three (3) signed copies of the agreement. Once your office finalize the agreement, please send one (1) executed copy of the agreement to the following address:

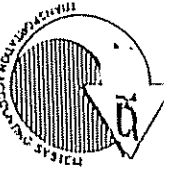
Bureau of Indian Affairs, Navajo Area Office
Branch of Contracts and Property Management
Attention: Mr. Darin Dona, Contract Specialist
P.O. Box 1060
Gallup, New Mexico 87305-1060

If you have any questions regarding any of the above, please do not hesitate to contact Ms. Victoria Joe, Contracting Officer, at (505) 863-8262, or you may contact Mr. Darin Dona, Contract Specialist, at (505) 863-8226.

Sincerely,


Contracting Officer

Enclosures



ARIZONA DEPARTMENT OF TRANSPORTATION
TRACS PROJECT MANAGEMENT MASTER

BUDGETED OPERATING FUNDS YES ☐ NO ☒

INITIAL PROJECT INPUT ☒

MODIFY EXISTING PROJECT ☐

(Any modification must be justified, Use back of form for justification)

TRACS
Project No: H3841

DATE: 3-30-94 DEPT 5 PROJECT STATUS 0 PROJECT MANAGER RAY JOHNSON TEAM LEADER: ADIF KAZMI 255-7376
START DATE: 3-30-94 END DATE: 13-13-99 LOCATION/DESCRIPTION SR 264, JCT. IR 12/IR 112, ST. MICHAELS
FIVE YEAR PROGRAM YEAR 94 FEDERAL REFERENCE # 260-1 TOTAL PROJECT GROUP BUDGET \$111,100.00

BUDGET ITEM #	PROJECT NUMBER			TRACS INPUT			GOVERNMENT		FEDERAL AID #			CE LIMIT		AUTHORIZATION		BUDGET AMOUNT
	ROUTE	CNTY	MILEPOST	SEQUENCE #	SUB P R J	H S	WIDE #	ALPHA	FEDERAL REF	SEC	IG	015.00 %	M M D D Y Y	DATE		

Enter the description/location for the above sub-project

Enter the description/location for the above sub-project

Enter the description/location for the above sub-project

1,13,8 SR 264 A P 4 7 4 H 3 8 4 1 0 1 U F 0 6 0 - 1 - 3 2 2 N O I N I C H A E L S 13100.00
1,200 SR 264 A P 4 7 4 H 3 8 4 1 0 1 D F 0 6 0 - 1 - 3 2 2 N O I N I C H A E L S 13100.00


ORG CODE 9650 COUNTY CODE AP MILE POST 473.66 LENGTH STATION ENGINEERING DISTRICT H ENGINEERING AREA
WORK DESCRIPTION INSTALL NEW TRAFFIC SIGNAL SECONDARY ROADS PLAN (YES/NO) SPONSOR NAME ADOT TRAF. SEC. DESIGN SECT.
SPONSOR CODE BUILDING # PARCEL # CORRIDOR BOARD DISTRICT LEGISLATIVE DISTRICT INDIAN RESERVATION
FEDERAL PROGRAM FEDERAL AID SYSTEM P FUNCTION CLASS 216 PROGRAM CATEGORY 12 FHWA ITEM #

94-09

RESOLUTION

BE IT RESOLVED on this 19th day of January 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation to enter into an agreement with the U.S. Bureau of Indian Affairs for the purpose of establishing an agreement to provide for the design, construction and maintenance of a new traffic signal on SR-264 at the intersection of IR-12/IR-112.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.

for: 
LARRY S. BONINE
Director